

**FOOD SERVICE AGREEMENT
(EXTERNAL MEAL SOURCE)
FOR THE SCHOOL NUTRITION PROGRAMS**

THIS AGREEMENT is made and entered into by and between the _____, and the

NAME OF SCHOOL/VENDOR

_____; WHEREAS the (school/vendor) _____

NAME OF SPONSORING ORGANIZATION

agrees to supply unitized meals inclusive/exclusive of milk and juice to (sponsor) _____

WITH and for the rates herein listed:

Meal Type	Unit Price
Breakfast	
Supplement	
Lunch	
Supper	

It is further agreed that (school/vendor) _____, pursuant to the provisions of the School Breakfast Program and the National School Lunch Program Regulations, will assure that meals meet the minimum meal pattern requirements as to nutritive value and content, and will maintain full and accurate records that the Sponsor will need to meet Program requirements including the following:

1. MEAL RECORDS SUPPORTED BY DELIVERY TICKETS, PURCHASE ORDERS, PRODUCTION RECORDS FOR THIS AGREEMENT OR OTHER EVIDENCE FOR INSPECTION AND REFERENCE TO SUPPORT PAYMENTS AND CLAIMS.
2. THE SCHOOL/VENDOR MUST SUBMIT TO THE SPONSOR ALL COSTS INCURRED PERTAINING TO THE SPONSOR'S FOOD SERVICE OPERATION WITHIN 30 DAYS OF THE LAST DAY OF EACH MONTH OR THE FINAL DAY OF THE PROGRAM
3. SCHOOL FOOD AUTHORITIES PARTICIPATING IN THE NATIONAL SCHOOL LUNCH PROGRAM (NSLP) MUST INDICATE MENU PLANNING OPTION THAT IS FOLLOWED FOR THE NSLP.

☐ Traditional ☐ NuMenus ☐ Assisted NuMenus ☐ Enhanced

4. _____ AGREES TO RETAIN ALL RECORDS REQUIRED UNDER THE PRECEDING
(SCHOOL/VENDOR)

CLAUSE FOR A PERIOD OF THREE YEARS AFTER THE END OF THE FISCAL YEAR TO WHICH THEY PERTAIN; AND UPON REQUEST, TO MAKE ALL ACCOUNTS AND RECORDS PERTAINING TO THE PROGRAM AVAILABLE TO REPRESENTATIVES OF THE U.S. DEPARTMENT OF AGRICULTURE AND THE GENERAL ACCOUNTING OFFICE FOR AUDIT OR ADMINISTRATIVE REVIEW AT A REASONABLE TIME AND PLACE.

5. SERVICE SHALL BE DISCONTINUED IMMEDIATELY IF AN INVOICE HAS NOT BEEN PAID BY THE SPONSORING ORGANIZATION WITHIN FORTY-FIVE CALENDAR DAYS OF THE INVOICE.
6. SERVICE SHALL BE DISCONTINUED IMMEDIATELY IF THE SCHOOL/VENDOR DELIVERS MEALS UNFIT FOR HUMAN CONSUMPTION.

THE effective dates of this agreement are _____ through _____. This Agreement may be terminated by either party giving written notice to the other party at least thirty (30) days prior to the date of termination.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the dates indicated below.

Signature and Title of School/Vendor Official

Date

Signature and Title of Sponsor Official

Date